

METRO MOBILE CTS OF FAIRFIELD COUNTY, INC. (T)
METRO MOBILE CTS OF HARTFORD, INC. (T)
METRO MOBILE CTS OF NEW HAVEN, INC. TARIFF D.P.U.C. No. 1 (T)
METRO MOBILE CTS OF NEW LONDON, INC. 1st Revised Title Sheet 1 (T)
METRO MOBILE CTS OF WINDHAM, INC. Cancels Original Title Sheet 1 (T)

WHOLESALE CELLULAR MOBILE TELEPHONE SERVICE

CHECK SHEET

Sheets 1 - 39, inclusive, of this tariff are effective as of the date below.

Replacing Sheet dated June 2, 1987 Effective: September 18, 1992 (T)

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WHOLESALE CELLULAR MOBILE TELEPHONE SERVICE

EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify increase.
- (L) To signify that material has been transferred to another sheet or place in the tariff with no change in text, rate, rule or condition.
- (N) To signify new material, including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify a change in wording of text but not a change in rate, rule or condition.

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WHOLESALE CELLULAR MOBILE TELEPHONE SERVICE

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WHOLESALE CELLULAR MOBILE TELEPHONE SERVICE

II. APPLICATION OF TARIFF

This tariff contains the definitions, rules, regulations and rates applicable to the provision of cellular mobile telephone service at wholesale by each of Metro Mobile CTS of Fairfield County, Inc., Metro Mobile CTS of Hartford, Inc., Metro Mobile CTS of New Haven, Inc., Metro Mobile CTS of New London, Inc. and Metro Mobile CTS of Windham, Inc. (each such carrier referred to individually herein as the "Company" and each reference herein to the "Company" being deemed a reference to each such Company) within each Company's cellular geographic service area ("CGSA") in the Hartford, New Haven, Bridgeport and New London New England County Metropolitan Areas and the Windham County Rural Service area in the State of Connecticut. (T)

The Company reserves the right to make changes, additions or deletions to this tariff from time to time subject to the jurisdiction of the Connecticut Department of Public Utility Control, other state or federal agencies and the pertinent requirements of state and federal law.

Copies of this tariff are on file for public inspection at the business office of the Company during normal business hours. The tariff also is on file with the Connecticut Department of Public Utility Control.

III. DEFINITIONS

ACCESS NUMBER OR TELEPHONE NUMBER - A number provided to subscriber and associated with the subscriber's or an authorized end-user's cellular mobile unit, enabling access to a cellular system.

AUTHORIZED USER - An individual authorized by the subscriber to use the CMTS purchased by the subscriber.

BASE STATION - A fixed radio facility licensed by the Federal Communications Commission ("FCC") through which cellular mobile stations communicate. Cellular systems include one or more base stations.

BUSINESS OFFICE - The office of the Company which handles subscriber billing, collections and public requests for service.

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III. DEFINITIONS (Continued)

CALL - A communications contact between cellular mobile stations or between a cellular mobile station and a landline station which may be initiated by either station.

CELL - A geographic area served by an individual base station within which a communications path would link a cellular mobile station and a base station.

CELLULAR CARRIER - Any company authorized by the FCC to provide cellular radio telecommunications service within a prescribed geographic area.

CELLULAR GEOGRAPHIC SERVICE AREA ("CGSA") - The geographic area within which a company is authorized to provide the cellular radio telecommunications service at any given time.

CELLULAR MOBILE STATION OR UNIT - A complete transmit/receive unit. The station can be portable or mounted, and utilizes the FCC-authorized frequency bands for Cellular Mobile Telephone Service.

CELLULAR MOBILE TELEPHONE SERVICE ("CMTS") - The service authorized by the FCC which utilizes cellular radio technology to provide a telecommunications service between a cellular mobile unit and the public switched telephone network or between two cellular mobile units.

CELLULAR SYSTEM - A mobile telecommunications system which utilizes radio frequencies and is made up of a mobile telecommunications switching office ("MTSO"), intersecting base stations and dedicated interconnection facilities to the public switched telephone network.

COMPANY - Metro Mobile CTS of Fairfield County, Inc., (T)
 Metro Mobile CTS of Hartford, Inc., Metro Mobile CTS of (T)
 New Haven, Inc., Metro Mobile CTS of New London, Inc. (T)
 and Metro Mobile CTS of Windham, Inc. individually (T)
 and/or collectively which are authorized by the FCC to (T)
 construct and operate a cellular system in Connecticut.

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III. DEFINITIONS (Continued)

NUMBER BLOCK - A set of access numbers (50 or 25) purchased by a subscriber.

OFF-HOOK - The status of a cellular mobile station when it automatically indicates to the cellular system that the subscriber wishes to initiate a call or that the subscriber has answered an incoming call. The method of automatic off-hook indication will comply with FCC-prescribed compatibility standards.

RECURRING CHARGE - A charge which is billed on a regular (e.g., monthly) basis.

ROAMER - An access number associated with and normally served by an underlying wholesale cellular carrier other than the Company..

SERVICE AREA - (See Cellular Geographic Service Area.)

SERVICE CONNECTION - The establishment of CMTS for a subscriber.

SERVICE ORDER CHARGE - The charge to a subscriber for requesting the establishment of service or for a change in service or billing arrangement.

SUBSCRIBER - The person, firm or organization in whose name CMTS is furnished at wholesale as evidenced by the signature of the application or contract for that service, or in the absence of a signed instrument, by the receipt and payment of a bill regularly issued in that person, firm or organization's name regardless of the identity of the actual end-user of the service.

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WHOLESALE CELLULAR MOBILE TELEPHONE SERVICE

III. DEFINITIONS (Continued)

TELEPHONE COMPANY - A local company providing landline telephone services. The telephone company typically provides landline service that utilizes fixed transmission facilities.

TOLL MESSAGE - A completed call between an exchange station and another station not located within the same local service area.

TOLL CHARGE - The charge prescribed for toll messages based upon the duration, distance and time of day of the call.

TOLL SERVICE - Telephone service between exchanges or locations for which a toll charge is imposed.

USAGE - The amount of time a communications circuit is in use.

IV. RULES AND REGULATIONS GOVERNING SERVICE

IV.1 Undertaking of the Company

The Company is providing CMTS for sale at wholesale within its CGSA in the State of Connecticut. The Company furnishes CMTS in accordance with this tariff, which is on file with the Connecticut Department of Public Utility Control. The undertaking of this Company is dependent upon its ability to obtain and maintain, without unreasonable expense, sufficient rights to construct and maintain the necessary circuits, equipment and interconnection(s).

IV.2 Description of Service

The Company provides CMTS at wholesale under this tariff. The end-users of CMTS will, unless service is otherwise limited, be able to place calls to, and receive calls from, the public switched telephone network or other cellular mobile units within the service area. Direct dial long-distance calls may also be placed to and from cellular mobile units.

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WHOLESALE CELLULAR MOBILE TELEPHONE SERVICE

IV. RULES AND REGULATIONS GOVERNING SERVICE (Continued)

IV.3 Availability of Service

CMTS is available to any person, firm or organization who wishes to become a subscriber and who satisfies the conditions and terms of this tariff.

Service shall be available to applicants without discrimination and in accordance with applicable federal and state laws.

Service may be refused or limited because of system capacity limitations and is subject to transmission limitations caused by atmospheric, terrain and other disruptive conditions. Service may be interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for the proper or improved operation of the service.

IV.4 Application for Service

Applications for service must be made in writing and presented at the business office of the Company. The Company normally will process all applications in chronological order.

Orders for the start, change or discontinuance of service will be accepted by the Company in writing and only from the subscriber or the subscriber's authorized agent.

The Company reserves the right to refuse or discontinue service to any subscriber for unauthorized use of service in accordance with Section IV.7.h. below.

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WHOLESALE CELLULAR MOBILE TELEPHONE SERVICE

IV. RULES AND REGULATIONS GOVERNING SERVICE (Continued)

IV.5 Authorized Use of Service

Service is furnished for the use of or resale by a subscriber.

Access numbers are assigned by the Company. Such numbers and other designations may be changed at any time by the Company if necessary in the conduct of its business. The subscriber has no property right in the assigned telephone number and none can be acquired by usage or otherwise.

An access number can appear in only one cellular mobile unit.

Telephone numbers of the Company's subscribers who discontinue service may be reassigned to other subscribers three days from date of discontinuance of service.

Service is furnished subject to the conditions that it will not be used:

- (1) to make obscene expressions;
- (2) to impersonate another person with fraudulent or malicious intent;
- (3) to call another person so frequently, or at such times, or in any other manner so as to annoy, abuse, threaten or harass the other person;
- (4) for any other unlawful purpose; or
- (5) in such a manner as to interfere with the use of the service by any other subscriber or user.

IV.6 Provision of Equipment

The cellular mobile station shall be provided by the subscriber or an authorized end-user. Cellular mobile units must be technically and operationally compatible with the cellular system and in conformance with

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IV. RULES AND REGULATIONS GOVERNING SERVICE (Continued)

IV.6 Provision of Equipment (Continued)

applicable FCC rules and regulations. The cellular mobile station equipment shall be type-accepted by the FCC and approved by the Company for the proper operation of the service. The Company shall not be responsible for the installation, operation, quality of transmission or testing and maintenance of any cellular mobile station.

IV.7 Payment Arrangements; Credit Allowances; and Termination

a. Payment Obligation

As specified in this tariff, the subscriber is required to pay all applicable deposits, recurring and non-recurring cellular charges, local exchange service charges of the interconnected landline carrier (if any), and toll charges associated with the subscriber's access number(s).

b. Billing of Charges

Access, minimum usage and optional service recurring charges shall be payable monthly in advance.

(D)
(D)
(D)
(D)

Only certain federal government services provided under contract, toll charges, usage charges (other than minimum usage charges) and non-recurring charges are assessed at the time such services are provided and are billed as a part of the next regular monthly bill. Special billing arrangements may be made by the Company for any subscriber when the total amount due the Company becomes unusually high, when the subscriber cancels service or when other unusual circumstances occur.

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WHOLESALE CELLULAR MOBILE TELEPHONE SERVICE

IV. RULES AND REGULATIONS GOVERNING SERVICE (Continued)

IV.7 Payment Arrangements; Credit Allowances; and Termination (Continued)

Bills to subscribers shall show the type of services rendered the related charges, the total bill for such services and all other information required by state law. The Company will add applicable federal, state and local excise and sales taxes to each monthly bill as a separate charge. Itemized local exchange usage (if any) and toll statements associated with each access number shall be included in each subscriber billing statement.

Cellular calls which are wrong numbers and are less than 30 seconds in duration will be credited to the cellular subscriber in the next regular bill if the subscriber reports and identifies in writing a particular call as a wrong number within 30 days of the date of the Company's bill.

c. Payment Terms

Bills are due when rendered and are payable at the business office of the Company. Payment may only be made directly to the Company business office or to other designated location(s), in person or by mail. At the beginning of any billing period, a subscriber will be considered delinquent in payment when one month of charges for service remains outstanding and the subscriber has received written notification by mail or in person of the Company's intention to terminate the service for non-payment.

Rules governing billing, collections and reimbursements shall be in accordance with state law where applicable.

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IV. RULES AND REGULATIONS GOVERNING SERVICE (Continued)

IV.7 Payment Arrangements; Credit Allowances; and Termination
(Continued)

c. Payment Terms (Continued)

If there is a dispute between the subscriber and the Company concerning any bill, the Company may require the subscriber to pay the undisputed portion of the bill to avoid disconnection of service for non-payment. The Company shall make a reasonable effort to investigate the matter and settle the dispute in an equitable manner.

d. Late Payment Charge

A late payment charge may be applied to a subscriber's account if the outstanding bill is not paid within thirty (30) days after the bill is rendered. The late payment charge is 1.25% per month or the maximum rate permitted under applicable law. This rate shall be applied to any total unpaid balance carried forward and will be included in the total amount due on the current bill.

e. Establishment of Credit

The Company shall administer a fair and non-discriminatory credit policy in order to extend service to as many applicants as possible. The Company shall implement a credit policy that will conform to the reasonable business practice of the telephone industry and to applicable law. The Company may require a security deposit in accordance with paragraph IV.7.j of this tariff.

f. Contract Period

The minimum initial contract period for which service is furnished is six (6) months. A subscriber taking service for less than the minimum contract period will be billed at a minimum, for the access, minimum usage, optional service charges associated with the minimum

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WHOLESALE CELLULAR MOBILE TELEPHONE SERVICE

IV. RULES AND REGULATIONS GOVERNING SERVICE (Continued)

IV.7 Payment Arrangements: Credit Allowances; and Termination
(Continued)

f. Contract Period

contract period, as well as nonrecurring charges (including service order, installation and any other non-recurring charges, if any) as specified in Section V of this tariff.

At the end of the initial contract period, the contract period will be automatically renewed for successive thirty (30) day periods at the rates in effect at the time of expiration.

A new initial contract period shall begin for each number block ordered.

g. Adjustment for Service Outages

Where access to the CMTS is not feasible due to failure of the Company's facilities, and for which the subscriber is not at fault, an adjustment to the monthly basic service charge will be made as follows:

- (1) No allowance is given for a service outage whose duration is less than 24 hours.
- (2) For outages greater than 24 hours, a pro rata allowance equal to 1/30 of the monthly basic service charge shall apply for each 24-hour period.

A subscriber eligible for an adjustment shall notify the Company in writing, within five (5) days of the service outage, specifying the outage period, date and time of report to the Company and date and time of service restoration. Prior to giving such notice, the subscriber shall determine that the service outage was not caused by any action or omission within the subscriber's control or equipment. The Company will, upon verification, make appropriate adjustments in its next regular billing.

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WHOLESALE CELLULAR MOBILE TELEPHONE SERVICE

IV. RULES AND REGULATIONS GOVERNING SERVICE (Continued)

IV.7 Payment Arrangements; Credit Allowances; and Termination (Continued)

h. Termination of Service

Termination of service by subscriber:

(1) Service may be canceled by the subscriber at any time, provided that the subscriber shall be liable for payment of all sums due the Company, including access, minimum usage, unearned discount or toll, if any, and optional service charges, if any, for the remainder of the applicable contract term. All cancellation requests to the Company shall be made by the subscriber to the business office of the Company, in writing, thirty (30) days prior to the actual date of cancellation.

Unless thirty days notice of termination is given prior to the expiration of a contract period, the contract shall be automatically renewed for a like term.

- (2) When such cancellation occurs prior to the assignment of a block of numbers by the Company, no CMTS service charges will apply. When cancellation occurs after assignment of numbers provided and prior to the expiration of the current contract period, CMTS service charges apply for the full contract period pursuant to paragraph IV.7.f.

Termination of service by Company:

- (3) Upon violation by the subscriber of any regulation of any federal, state or local authority or of any Provision of this tariff, including non-payment of any sum due, the Company may, on five days notice in

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IV. RULES AND REGULATIONS GOVERNING SERVICE (Continued)

IV.7 Payment Arrangements; Credit Allowances; and Termination (Continued)

h. Termination of Service (Continued)

writing to the subscriber, either interrupt or terminate service to that subscriber without incurring any liability. Notice and termination shall be in accordance with state law, where applicable.

- (4) If a subscriber or an authorized user uses a cellular mobile unit in such a manner that it adversely affects the system or service to another subscriber, the Company may, without notice, take such action as necessary to prevent such usage, including interrupting or terminating the service of that subscriber. The subscriber or authorized user must discontinue such use of the equipment or correct the violation immediately, and must confirm in writing to the Company that such use has ceased or that the violation has been corrected.
- (5) If service is interrupted in accordance with (3) or (4) above, service may be restored upon correction of the violation or of payment of all charges due.
- (6) Should the Company elect to terminate the service, the subscriber shall be responsible for all charges through the date of termination.

If wholesale cellular service to the subscriber is terminated, the Company will furnish the end-user a list of the Company's resellers and agents from which the end-user may obtain service.

i. Reinstatement of Service

If the service is properly terminated by the Company and is subsequently reinstated to the same subscriber, no charge shall apply for the period during which service

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IV. RULES AND REGULATIONS GOVERNING SERVICE (Continued)

IV.7 Payment Arrangements: Credit Allowances:-and Termination (Continued)

i. Reinstatement of Service (Continued)

has been terminated but a charge shall apply for reconnection of service in accordance with paragraph V.6.a of this tariff. If the Company erroneously terminates service to the subscriber, there will not be any charge to the subscriber for reconnection of service or for the period during which service has been terminated.

j. Deposits

The Company may at any time require a potential or existing subscriber to make a deposit to be held by the Company as a guarantee of the payment of charges. The form of deposit may be cash, an irrevocable commercial letter of credit, a bond or other instrument or assurance which is acceptable to the Company in its sole discretion.

The amount of such deposit shall be two and one half times the estimated maximum monthly charges including usage and toll, and may from time to time be adjusted at the option of the Company when it is established that the character or degree of use of the service will materially change or has changed.

For each potential subscriber, the Company's credit department will assess the financial condition of the potential subscriber, subject to review and approval by the General Manager. The Company will analyze a report from a commercial credit rating service, financial statements and trade and bank references, or a combination thereof. If, based on such information, the Company determines that a risk of non-payment exists, it may impose a deposit requirement. The Company will conduct an annual review of its deposit requirement with regard to each subscriber from whom a deposit has been required. If the subscriber has not

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IV. RULES AND REGULATIONS GOVERNING SERVICE (Continued)

IV.7 Payment Arrangements; Credit Allowances; and Termination
(Continued)

j. Deposits (Continued)

been delinquent in payment of charges within that year, the Company will review the subscriber's financial condition and creditworthiness in the same manner in which it reviews that of a potential subscriber, provided, however, that weight shall be given to said subscriber's payment history with the Company. If the subscriber's financial condition on review is such that an initial deposit would not be required, the deposit, if a cash deposit, will be credited to the subscriber's bill. Any other form of deposit will be returned to the subscriber. At the time of the annual review, the Company will review the actual monthly charges incurred by the subscriber. If the actual monthly charges are less than estimated, the deposit will be recalculated based on actual charges and the difference will be credited to the subscriber's bill if a cash deposit has been provided. In the case of a non-cash deposit, the subscriber may submit a revised instrument.

The Company may, in its sole discretion, waive the imposition or continuation of a deposit for good cause.

If a subscriber or potential subscriber believes that a deposit requirement should not be imposed or continued, the subscriber or potential subscriber may request that the Company set forth in writing its reasons for requiring a deposit. The subscriber, may, within seven (7) days of receipt of the explanation, request in writing that the Company reconsider its determination, setting forth the reasons why it should do so. The Company will conduct a second review, taking into account the reasons set forth in the subscriber's or potential subscriber's request.

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IV. RULES AND REGULATIONS GOVERNING SERVICE (Continued)

IV.7 Payment Arrangements; Credit Allowances; and Termination (Continued)

j. Deposits (Continued)

If a subscriber or potential subscriber believes that a deposit has been required contrary to the provisions of this tariff, the subscriber or potential subscriber may seek resolution of the dispute from the Department of Public Utility Control.

Interest earned on deposits held by the Company will be calculated annually and will appear as a credit on the subscriber's regular bill. No interest will be paid after the date on which a notice of refund is placed in the U.S. mail to the subscriber's last known address.

The provision of any deposit in accordance with this Section IV.7.j. neither relieves the subscriber from complying with the Company's rules and regulations nor constitutes a waiver or modification of the Company's rules and regulations as set forth herein.

IV.8 Filing and Disposition of Subscriber Complaints

- a. Informal complaints may be made either orally or in writing to the Company at its business office. The Company shall inform a subscriber of its right to direct its complaint to any and all appropriate regulatory agencies.
- b. A formal complaint or protest to a regulatory agency shall be made in accordance with the rules, regulations and procedures of that regulatory agency.

IV.9 Limits of Company Liability

The services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.

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WHOLESALE CELLULAR MOBILE TELEPHONE SERVICE

IV. RULES AND REGULATIONS GOVERNING SERVICE (Continued)

IV.9 Limits of Company Liability (Continued)

- a. The Company supplies a service and not "good(s)" as that term is defined in the Uniform Commercial Code. However, and without limitation of the foregoing, to the extent that any portion of the service offered by the Company might be construed as good(s), the Company expressly disclaims any and all warranties, except as expressly stated herein, including any implied warranties as to merchantability and fitness for a particular use.
- b. The Company will exercise all reasonable diligence to furnish and deliver regular and continuous service to the subscriber, but will not be liable for direct, indirect, incidental or consequential damages or costs arising from errors, mistakes, omissions, interruptions, shortages, failures, delays, defects, irregularities, accidents or malfunctions of equipment:
 - (1) in the course of establishing, furnishing, maintaining, rearranging, moving, terminating, or changing the service (including the obtaining, or furnishing of information in respect thereof, or with respect to the subscribers or end-users of the service or facilities), in the absence of willful and wanton conduct under any theory of liability;
 - (2) when due to interference by third parties or by acts of God, fire, war, riots, acts of government, or other causes beyond the Company's control, whether similar to the foregoing or not; or
 - (3) occasioned by the presence of, or the use of, the cellular mobile unit or the use of CMTS.

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WHOLESALE CELLULAR MOBILE TELEPHONE SERVICE

IV. RULES AND REGULATIONS GOVERNING SERVICE (Continued)

IV.9 Limits of Company Liability (Continued)

b. (Continued)

Any liability shall in no event exceed an amount equivalent to the proportionate cellular charge to the subscriber for the contract period of service during which such error, mistake, omission, interruption, shortage, failure, delay, defect, irregularity, accident or malfunction of equipment occurs. The Company expressly disclaims all liability associated with the publishing, non-publishing or other use of any telephone numbers associated with the delivery of the service.

The Company shall not be held liable for any act or omission of a non-Company provider of facilities or services.

THE COMPANY SHALL NOT BE LIABLE TO ANY PERSON, CORPORATION OR OTHER ENTITY WHICH USES ANY CELLULAR MOBILE TELEPHONE SERVICE, OR PORTION THEREOF, SUPPLIED UNDER THIS TARIFF FOR ANY CLAIM FOR ANY LOSS OF PROFIT, LOSS OF USE, OR INDIRECT, SPECIAL, RELIANCE, INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES OR EXPENSES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS TARIFF OR ANY OBLIGATION RESULTING THEREFROM OR THE USE OF CELLULAR MOBILE TELEPHONE SERVICE, OR PORTION THEREOF, WHETHER IN AN ACTION BASED ON BREACH OF WARRANTY (EXPRESS OR IMPLIED), BREACH OF CONTRACT, DELAY, NEGLIGENCE (ACTIVE OR PASSIVE), STRICT OR TORT LIABILITY OR OTHERWISE.

In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to, and in no event shall exceed, the sum of \$10,000.00. (T)

Replacing sheet dated June 22, 1989 Effective: September 18, 1992 (T)

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WHOLESALE CELLULAR MOBILE TELEPHONE SERVICE

IV. RULES AND REGULATIONS GOVERNING SERVICE (Continued)

IV.9 Limits of Company Liability (Continued)

- c. When, in the judgment of the Company, the continued provision of service becomes unsafe, or where federal, state or local regulations place operational restriction(s) upon the Company because of unsafe or hazardous situations, or other unusual or unforeseeable conditions, including strikes or lockouts, service as provided for in this tariff may be temporarily suspended by the Company. In so doing, the Company shall endeavor to minimize such suspension. However, the Company assumes no liability for the inconvenience or damages suffered by the subscriber during such periods.

The Company reserves the right to temporarily suspend service for reasonable cause. If not precluded by emergency conditions, the Company will make a reasonable effort to give notice of the temporary suspension to the subscriber through the use of either public media or individual communication.

The Company will notify the Connecticut Department of Public Utility Control in writing within 24 hours of any such suspension of service.

- d. The subscriber's facilities and equipment shall conform to all applicable laws, regulations or ordinances as may be effective, and the conditions of this tariff. The Company does not express, imply or warrant the adequacy, safety or other characteristics of subscriber equipment by virtue of any inspection or rejection of facilities.

The Company shall not be held liable for any defacement or damage to a subscriber's vehicle resulting from the existence of the mobile receiver and transmitter and associated equipment, or from the installation or removal thereof.

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WHOLESALE CELLULAR MOBILE TELEPHONE SERVICE

IV. RULES AND REGULATIONS GOVERNING SERVICE (Continued)

IV.9 Limits of Company Liability (Continued)

d. (Continued)

The Company shall not be held liable in any way for subscriber equipment which causes or may cause a hazardous, unsafe or dangerous condition, or threatens the health of others, even though such facilities may have been inspected by the Company.

e. Company Liability for Recording Service and Billing

The Company's liability for recording service and billing is as follows:

(1) If access or message detail, of whatever nature, is not available because the Company lost or damaged tapes or incurred recording system outages, the Company will estimate the volume of activity and associated revenue based on previously known values and/or billing data. Based thereon, the Company will bill the subscriber for activity occurring during the period on an average or estimated basis.

(2) When the Company is notified that, due to its error or omission, incomplete data have been provided to a subscriber, the Company will make every effort to locate and/or recover the data and provide new magnetic tapes to the subscriber at no additional charge. Such request to recover the data must be made within thirty (30) days from the date the details were initially made available.

Except for the remedies set forth in (1) and (2) above, the Company shall not be liable to the subscriber for damages attributable to its acts or omissions in the performance of recording/billing service, in the absence of willful and wanton misconduct.

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WHOLESALE CELLULAR MOBILE TELEPHONE SERVICE

IV. RULES AND REGULATIONS GOVERNING SERVICE (Continued)

IV. 10 Responsibilities and Obligations of Subscribers

a. Indemnification and Hold Harmless

The Company shall not be liable for and the subscriber indemnifies and holds the Company harmless against:

- (1) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information or other content concerning the Company's facilities;
- (2) Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the subscriber;
- (3) All other claims arising out of any act or omission of the subscriber in connection with any service provided by the Company; and
- (4) Any and all losses, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the subscriber or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of the subscriber or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, condition, location or use of a cellular mobile station, CMTS or any other related equipment or service where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's negligence.

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WHOLESALE CELLULAR MOBILE TELEPHONE SERVICE

IV. RULES AND REGULATIONS GOVERNING SERVICE (Continued)

IV. 10 Responsibilities and Obligations of Subscribers (Continued)

b. Payment

The subscriber shall be responsible for prompt payment for all services rendered by the Company. Failure to receive a bill for any given period of time will not relieve the subscriber of its financial obligation. Nor does the payment of a deposit by the subscriber relieve it from complying with the regulations governing advance payment and prompt payment of bills.

The subscriber shall be responsible for all charges to access numbers purchased by the subscriber specified in this tariff, including, but not limited to, all charges to a subscriber access number where any person answering the mobile station agrees to accept such charge. Any damage or harm caused by the subscriber's actions or negligence on the subscriber's side of the point of interconnection with the cellular system shall in no way be a liability of the Company.

In the event that a subscriber's cellular unit is lost, stolen or otherwise absent from such subscriber's possession or control, the subscriber shall nevertheless be liable for all charges attributable to the access number assigned to such cellular unit until the loss, theft or absence is reported to the Company.

IV.11 Use of Marks

Unless expressly authorized by the Company, subscriber shall not directly or indirectly hold itself out as or otherwise create the impression that it is sponsored, authorized, endorsed by, affiliated with, or an agent of the Company or any affiliate or successor thereof, including, but not limited to, using the names "METRO MOBILE CTS OF NEW HAVEN, INC.," "METRO MOBILE CTS OF FAIRFIELD COUNTY, INC.,"

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WHOLESALE CELLULAR MOBILE TELEPHONE SERVICE

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IV. RULES AND REGULATIONS GOVERNING SERVICE (Continued)

IV.11 Use of Marks (Continued)

"METRO MOBILE CTS OF HARTFORD, INC.," "METRO MOBILE CTS OF NEW LONDON, INC., or "METRO MOBILE CTS OF WINDHAM, INC." any mark used by any of the (T)
above-named companies or any affiliate thereof, or any (T)
colorable imitation thereof in or as part of any company name or trade name or any other confusing or misleading manner without the written consent of the relevant above-named company.

IV.12 Operator Assistance

Operator Assistance is not provided by the Company. However, the subscriber or its authorized end-user can dial 0 or 0+ to place credit card, third number and collect calls only. Operator assisted calls cannot be billed to the access number.

IV.13 Billing Tape

At the request of the subscriber, a magnetic billing tape having specifications determined by the Company shall be provided to the subscriber in conjunction with each invoice for services without charge if the tape is returned within sixty (60) days of transmittal. After sixty days, the subscriber shall be charged the retail cost of the tape. The tape shall identify detailed usage and toll message information for each access number, as well as other charges billed to the subscriber's access numbers.

V. RATE SCHEDULE

The following schedule of rates and charges shall apply to the the sale of wholesale CMTS provided by the company in the State of Connecticut. The schedule represents a range only, indicating the maximum and minimum rates and charges. The Company shall not charge any rate or charge less than the minimum nor greater than the maximum, except that the Company, during any limited promotional periods, may suspend rates and charges. Charges for local exchange service (if any) of interconnected landline company, toll telephone service, the lease of landline facilities incurred in connection with CMTS and any extraordinary